

## **Tech Sprint Participants Agreement**

(1) The Consumer Financial Protection Bureau (CFPB or Bureau) retains the sole discretion to determine which Tech Sprint applicants it will admit for participation in the Tech Sprint (hereinafter “Participants” or “Tech Sprint Participants”). Any such decision shall be final and not subject to review or appeal.

(2) Tech Sprint Participants shall abide by any guidelines the Bureau may provide regarding the organization and execution of the Tech Sprint.

(3) To develop their improvements, Tech Sprint Participants are allowed—but not required—to use information (including data and models) of the kind they typically work with (or are considering working with) to generate notices for adverse credit actions. To the extent that a Participant uses non-public, proprietary data, models or other information as inputs in the Tech Sprint, these inputs will remain the intellectual property of the Participant. Alternatively, a Participant can use a publicly-available data set and/or a publicly-available credit decisioning algorithm to demonstrate their improvements. Participants who want to use a defined set of principal reasons for adverse action will be able to obtain that input from the Bureau, if they choose, before the Tech Sprint begins. All Participants will receive background materials, including copies of sample notification forms provided in Appendix C to Regulation B.

(4) Each Tech Sprint Team shall prepare a demonstration of their proposed innovation to be presented on October 9, 2020, which is the final day of Tech Sprint Week. Demonstrations will be made to Bureau staff and outside experts. There is no prescribed format for these demonstrations, but the Bureau expects them to provide a clear depiction of how the innovation represents an improvement on existing adverse action notices. Participants license the Bureau to make their demonstrations publicly available, in whole or in part, through the Bureau’s website and in Bureau presentations, videos, publications, reports and other materials related to the Tech Sprint. The demonstration may not use any logo or official seal of the CFPB or any other government agency.

(5) Each Tech Sprint Team will maintain control over any intellectual property it creates in the course of the Tech Sprint that it does not otherwise share with the public. A Tech Sprint team that wishes to enter into a non-disclosure agreement (NDA) among its members covering the intellectual property developed during the Tech Sprint may do so, and the Bureau may make available a model NDA that may be used by Tech Sprint Teams. Depending on the solutions they develop to the problem statement, Tech Sprint Teams may also consider making all or a part of any intellectual property they develop during the Tech Sprint available to the public through open source code or other means.

(6) In participating in the Tech Sprint, Participants shall not (a) violate any applicable laws or regulations of the United States, including licensing, export control, and nonproliferation laws, and related regulations; (b) violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) disclose trade secrets (the Participant’s or anyone else’s); (d) do anything, or permit anything

to be done, which would cause the Bureau to breach any applicable laws or regulations of the United States; or (e) do anything which may reasonably cause reputational harm to the Bureau.

(7) Participants, when sharing Tech Sprint electronic work products with other team members or the Bureau, will refrain, to the best of their ability, from including malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses, or other potentially harmful programs or other material.

(8) Tech Sprint Participants may indicate to the public that (a) they participated in a Bureau Tech Sprint; (b) if applicable, the Tech Sprint demonstration they prepared is available on the Bureau's website; and (c) if applicable, they received a Tech Sprint prize or other recognition. Tech Sprint participants may not indicate that by virtue of participating in the Tech Sprint, the Bureau making their demonstration available on the Bureau's website, their receipt of a Tech Sprint prize or other recognition, or any other interaction with the Bureau during the Tech Sprint, that they, any entity with which they are associated, their Tech Sprint team, or any work product associated with the Tech Sprint has been endorsed, approved, or in any other way reviewed by the Bureau.

(9) Participation in the Tech Sprint does not (a) imply that the Bureau endorses, supports or otherwise affirms any particular individual, entity, technology, methodology, or approach associated with the Tech Sprint; (b) exempt any individual or entity from compliance with any applicable laws or regulations of the United States; or (c) permit any individual or entity to advertise its involvement in the Tech Sprint or with the Bureau in any way other than as specifically permitted under paragraph (8) of this Agreement.

(10) Each Tech Sprint Participant grants the CFPB permission to use any organizational affiliation of any Tech Sprint team, or the Participant's name, likeness, photograph, voice, statements, or innovation demonstration presentation associated with the Tech Sprint, in whole or in part, on its website and for promotional purposes in any form of media, worldwide, including the CFPB's website, print materials, outreach materials, and social media without further permission, payment, or consideration.

I hereby agree to all of the terms and conditions of this agreement.

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Tech Sprint Participant

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Date